



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Interwest Consulting Group, of Elk Grove, for Geographical Information System Viewer and Database Migration (\$35,475)

MEETING DATE: March 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement with Interwest Consulting Group, of Elk Grove, for geographical information system viewer and database migration in the amount of \$35,475.

BACKGROUND INFORMATION: The City's geographical information system (GIS) was originally developed in the mid-1990's. Since then, there has been a significant investment in both manpower and software to create a comprehensive GIS system.


The City's GIS contains mapping "layers" that are tied to an internal database that allows information to be viewed spatially on a computer screen. This information is currently used internally by City departments and externally by the public, using both Environmental Systems Research Institute, Inc. (ESRI) and Autodesk Mapguide software. The ESRI software is relied upon by staff for more complex uses, and the Mapguide software is used more for mapping services for the public. The mapping layers commonly viewed by the public include bus routes, garbage pickup routes, utility schematics, and information regarding land use, zoning, parcel number and ownership.

In December 2010, Council authorized an agreement for the purchase of an enterprise software license with ESRI. The enterprise license was necessary to accommodate the increased usage demands from both internal and external users and to facilitate greater use of spatial database and GIS mapping. At that time, staff advised Council the Mapguide software may need updating in the near future.

The MapGuide viewer, which is over 10 years old, is becoming increasingly unreliable. The system currently "breaks down" three to four times per week, disrupting productivity and making the information unavailable for use by the public. The continual need for repair consumes already scarce resources.

The City's GIS committee has determined the current MapGuide viewer has reached the end of its useful life and recommends the viewer be replaced to maintain the GIS system as a useful tool for City employees and to provide reliable service to the public. The committee interviewed two consultants who specialize in GIS viewers and database migration. The committee recommends Interwest Consulting Group to perform the migration services due to their understanding of the City's existing GIS system and their simplified and efficient approach. The viewer installation and database migration is expected to be completed by June 30, 2012. This work can be performed and tested with only minor interruptions to the existing system.

APPROVED:


Konradt Bartlam, City Manager

FISCAL IMPACT:

In addition to the initial costs, the software upgrade will result in an annual subscription fee of \$3,700 and up to \$4,000 per year for consulting services. The City will realize savings from reduced costs associated with repairing the existing MapGuide system.

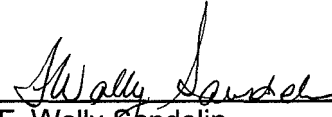
FUNDING AVAILABLE:

Since the Electric, Water and Wastewater utilities heavily rely on the City's GIS as part of operations, it is recommended those funds absorb approximately 80% of the total cost for this project. The General Fund departments will evenly split the remaining portion.

All of the participating departments concur with the proposed project and are providing funding as noted below:

| | |
|--------------------------------|----------------|
| Water (180451) | \$9,490 |
| Wastewater (170401) | \$9,490 |
| EUD (160612) | \$9,495 |
| ISD/CM (100411) | \$1,000 |
| Fire (102011) | \$1,000 |
| Police (101031) | \$1,000 |
| Parks/Recreation (347001) | \$1,000 |
| Community Development (340450) | \$1,000 |
| Public Works Engr (103021) | \$1,000 |
| Library (210801) | <u>\$1,000</u> |
| | \$35,475 |


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director
FWS/CES/pmf

cc: Charles E. Swimley, Jr., Deputy Public **Works** Director - Utilities
Gary Wiman, Construction Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and INTERWEST CONSULTING GROUP (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Geographical Information System (GIS) Viewer, Architecture and Geodatabase Migration (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Duration of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on April 1, 2012 and terminates upon the completion of the Scope of Services or on June 30, 2012, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Charlie Swimley

To CONTRACTOR: Interwest Consulting Group
9300 W. Stockton Blvd., Suite 105
Elk Grove, CA 95758
Attn: Steve Gay

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR: Interwest Consulting

By: _____

By: _____

Name:

Title:

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Proposal

Exhibit C – Insurance Requirements

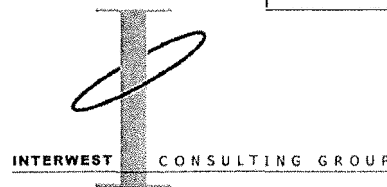
Funding Source: 180451.7323, 170401.7323, 160612.7323, 100411.7323, 102011.7323, 101031.7323, 347001.7323, 340450.7323, 103021.7323, 210801.7323

(Business Unit & Account No.)

Doc ID: PSAs/Interwest

CA:rev.01.2012

**INTERWEST CONSULTING GROUP
GIS SOLUTIONS TEAM**



**CITY OF LODI, CA
GIS STEERING COMMITTEE**

February 26, 2012

PROJECT DESCRIPTION AND COST ESTIMATE FOR:

GIS VIEWER, ARCHITECTURE AND GEODATABASE MIGRATION

Introduction

Interwest would like to thank the City of Lodi for the opportunity to meet with the GIS Steering and Technical committees to learn about your GIS needs. Interwest is providing the following quotation for services to the City of Lodi based on a request from the City's GIS technical committee. The goal is to provide a cost and timeline that will ensure the City can establish a set of ESRI based GIS viewers (internal to staff and external to public).

Interwest has also offered to provide the city with a free GIS Quick assessment and recommendation. This will give the city a roadmap of where to focus their GIS resources which will leverage the viewers described below, the ESRI Enterprise License and the work being conducted in the Electric Utilities Department. This GIS assessment can be scheduled at a time agreed by the City and Interwest. The recommended initiatives discovered in this GIS assessment, can be translated into task orders under a master service agreement or as individual project contracts. We have provided a separate outline of these services for your consideration.

The cost to provide the scope of services described in this quotation (2 GIS Viewers) is \$35,475. See the last page of this document for further information relating to cost break down.

Scope of Services

This quote includes the following software and services:

1. Time to meet with the City's IS department, to research the existing infrastructure and to provide recommendations for configuring the network and servers required to complete the project.
2. Time to meet with a selected group of MapGuide users in order to determine specific flow of functional requirements.
3. Time to conduct a basic "As-is" data migration from MapGuide to ESRI data model. Data format and attributes will only be manipulated to the extent required to implement the requested viewers. (More complex data migration can be provided in future scopes)
4. Installation and deployment of 2 ESRI GIS viewers incorporating the functional requirements as determined by the users group indicated above (functional requirement generally similar to those currently in MapGuide)
5. Installation, configuration and implementation of GeoCortex platform that that will support additional functionality needed to meet the viewer requirements, beyond the ESRI out of the box tools.
6. Training staff to administer the sites.
7. Training staff in the use of the sites.
8. Marketing support of the new sites to executive teams or council members.

Interwest understands that the City of Lodi has acquired an ESRI Enterprise License Agreement (ELA) and we will begin to leverage the software provided through this agreement. Based on our follow up meeting with the GIS technical steering committee we have determined that there are functional requirements that extend beyond the ESRI out of the box viewer capabilities. In the past, Interwest has developed custom code to extend viewer solutions, however we feel the long term support for Lodi will be better served from a 3rd party solution designed to handle a variety of complex requirements and future maintenance tasks. Therefore, we are recommending an additional software component to support this project, Geocortex.

Geocortex is provided by Latitude Geographics, who is also an ESRI business partner. They have created a large set of feature rich tools that expand ESRI's out of the box GIS viewers. The setup of the Geocortex environment is handled through administrative tools designed to allow for easy implementation of look and feel design plus functional items. By electing to use this value added software platform the City also will have greater stability to support on-going version enhancement implemented by ESRI, Microsoft or other related software components such as Silverlight or Flex.

Interwest recognizes that the City has made a significant investment in ESRI software and that purchasing additional software is not a preferred approach. Therefore this quotation assumes that Interwest will absorb a portion of the cost for the Geocortex software.

Ongoing support related to this project:

By electing to utilize the Geocortex tools the city will assume an annual maintenance of \$3,700. This maintenance fee will ensure that the City's viewers are in compliance with future version upgrades of ESRI core software. Administration of upgrades to the ESRI and Geocortex software can be accomplished at minimal hours by either Lodi staff or Interwest GIS staff.

Data Assumptions

The Lodi GIS steering committee has determined that establishing the ESRI GIS Viewers is a top priority. This means that full integration into the ESRI Local Government Data Model is not possible in the time requested. As mentioned above Interwest will provide the City with a plan and quote to fully conduct this migration through a separate scope of work. (Per a pending GIS Quick Assessment)

In order to support the goal of establishing the GIS viewers Interwest will move the City's MapGuide data into the framework of the ESRI Data Model. This means Interwest will deliver a GIS database that contains fields currently used by the City as well as those specified in the data model. The City's fields will be populated with information. The ESRI fields will be empty. In a future scope Interwest will perform the migration of data values into the ESRI industry standard fields.

Timeline

Interwest estimates this project would be delivered in approximately 2 months from the kick-off date. The timeline below will need to be adjusted based on the start date elected by the City.

- After a contract is signed Interwest will come onsite for a Kick off meeting to establish specific dates and determine the individuals needed to be included at various meetings.
- Week of March 5th
 - o Meet with IS Staff to investigate infrastructure requirements
 - o Meet with user group to develop specific functional requirements
 - o Finalize the list of data layers to be migrated

- Week of March 12th
 - Installation of ArcGIS Server
 - Integration of SQL Server and SQL Reports into ArcGIS Server
 - Loading the framework ArcGIS data model into SDE
- Week of March 26th
 - Deliver migrated data into ArcGIS data model into SDE
 - Demonstrate the map services to staff using Arc Map
- Week of April 9th
 - Install, configure, deploy internal GIS viewer on city server.
 - User testing and admin training
- Week of April 16th
 - Web server integration with ArcGIS Server and SQL environment
 - Finalize the functional requirement of public viewer (subset of internal viewer)
- Week of April 30th
 - Install, configure, deploy external GIS viewer on city server
 - User testing
- Week of May 7th
 - User training
 - Marketing presentation to executive team and/or city council

cost

Cost for time and software is described below:

| | |
|--|----------|
| Internal Viewer | \$5600 |
| External Viewer | \$3200 |
| Data Migration | \$5200 |
| Architecture settings and installation | \$3200 |
| Requirement gathering and training | \$4400 |
| Geocortex Software startup (partial) | \$13,875 |
| Total | \$35,475 |

| | |
|---|----------------------|
| Geocortex Annual Maintenance | \$3,700 |
| *Interwest admin of Geocortex – As needed | Not to exceed \$4000 |

"waived if Interwest is selected for a long term master service agreement.



EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| | \$1,000,000 Bodily Injury - Ea. Occurrence |
| \$1,000,000 Aggregate | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will *any* work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2012-22

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
PROFESSIONAL SERVICES AGREEMENT FOR
GEOGRAPHICAL INFORMATION SYSTEM VIEWER
AND DATABASE MIGRATION

=====

WHEREAS, the City's geographical information system (GIS) was originally developed in the mid-1990's, and since, there has been a significant investment in both manpower and software costs to create a very comprehensive GIS system; and

WHEREAS, the City's GIS committee has determined the current MapGuide viewer has reached its useful life and recommends the viewer be replaced to maintain the GIS system as a useful tool for City employees and to provide reliable service to the public; and

WHEREAS, the committee interviewed two consultants that specialize in GIS viewers and database migration and recommends Interwest Consulting Group, of Elk Grove, California, to perform the view installation and database migration services due to its understanding of the City's existing GIS system and its simplified and efficient approach.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for geographical information system viewer and database migration with Interwest Group, of Elk Grove, California, in the amount of \$35,475.

Dated: March 21, 2012

=====

I hereby certify that Resolution No. 2012-22 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


JENNIFER M. ROBISON
Assistant City Clerk